

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
In re : Chapter 11  
:  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
:  
Debtors. : (Jointly Administered)  
:  
----- X

AFFIDAVIT OF LEGAL ORDINARY COURSE PROFESSIONAL

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ONONDAGA )

BARRY R. KOGUT, being duly sworn, deposes and says:

1. I am a member of Bond, Schoeneck & King, PLLC ("BS&K")<sup>1</sup>, which firm maintains offices in New York State in Buffalo, Syracuse, Albany, Oswego, Ithaca, New York City (Manhattan) and Long Island (Garden City).

2. Neither I nor any other attorney at BS&K, insofar as I am aware, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this Affidavit.

3. BS&K has represented Delphi Automotive Systems LLC ("Delphi") in addressing certain environmental matters at its manufacturing facilities located at 200 Upper Mountain Road, Lockport, New York and at 100 Lexington Avenue, Rochester, New York (referred to collectively herein as the "New York Facilities") and it wishes to continue to do work for the New York Facilities.

4. As a result of the Delphi bankruptcy filings, BS&K was approached by several trade creditors who had unsecured claims for goods and services (the "Vendor Clients"). On behalf of certain Vendor Clients, BS&K sought a conflict waiver to assist in the filing of proofs of claims and reclamation notices and seeking approval of sole source or critical vendor suppliers

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<sup>1</sup> As of August 1, 2002, Bond, Schoeneck & King began operation as a PLLC rather than a LLP. The PLLC also includes the PA operations of Bond, Schoeneck & King in Florida. The term "BS&K" herein refers to both the PLLC and the PA operations.

in the Chapter 11 cases. BS&K would also assist the Vendor Clients with the review and analysis of any Disclosure Statement and Reorganization Plan that may be filed in these cases.

5. Delphi counsel (Mark Hester, Esq.) approved the requested conflict waiver for BS&K's representation of Vendor Clients that were identified in my letter of October 31, 2005 to Attorney Hester. A list of those entities<sup>2</sup> and related information follows:

Vendor	Delphi entity involved	Amount of Claim (approx.)	Status
Tessy Plastics Corp.	Delphi Harrison Thermal Systems	\$1,000,000.00	BS&K prepared and filed a reclamation claim and proof of pre-petition claim. The claim has since been sold to a third party and BS&K is no longer involved.
Diemolding Corporation	Delphi Energy & Chassis Systems	\$ 600,000.00	BS&K prepared and filed a reclamation claim. There is no active involvement at this time.
Marquardt GmbH	Delphi Automotive Systems LLC	\$890,000.00	BS&K filed a proof of claim for the pre-petition claims and assisted with completing the prescribed reclamation claims process. BS&K also recently responded to the omnibus claim objection filed in connection with the proof of claim.
Marquardt Switches, Inc.	Delphi Automotive Systems LLC	\$88,000.00	BS&K filed a proof of claim for the pre-petition claims and assisted with completing the prescribed reclamation claims process. There is no active involvement at this time.

<sup>2</sup> The list of approved Vendor Clients also included Metals Cladding, but BS&K did not thereafter represent this entity in the bankruptcy proceeding.

6. In addition, with the approval by Delphi counsel (Kyle Jones, Esq.), BS&K has represented Royal Environmental, Inc., in discussions with Delphi in arranging access to property owned by Royal near the Delphi Rochester, NY facility for well testing.

7. The Debtors have requested and BS&K has agreed to render legal services to the Debtors that are related to the redevelopment of certain areas of Delphi's Lockport, New York facility (the "Delphi Thermal Systems Redevelopment Project").

8. BS&K's fee arrangement for the work on the Delphi Thermal Systems Redevelopment Project is set forth in the letter to Delphi attorney Mark Hester, dated April 13, 2007, a copy of which is attached.

9. Except as set forth in this Affidavit, no promises have been received by me or any other BS&K attorney as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

10. BS&K has no agreement with any entity to share with such entity any compensation received in connection with work performed as part of the Delphi Thermal Systems Redevelopment Project.

11. BS&K attorneys may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. BS&K does not and will not represent any such entity in connection with these pending chapter 11 cases except as set forth in paragraph 5 of this Affidavit.

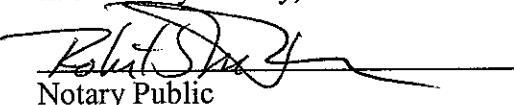
12. Neither I nor any other BS&K attorney, insofar as I am aware, represents any interest adverse to the Debtors or their estates in the Delphi Thermal Systems Redevelopment Project.

13. The foregoing constitutes the statement of Barry R. Kogut pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

FURTHER AFFIANT SAYETH NOT

Barry R. Kogut  
Barry R. Kogut

Subscribed and sworn before me  
this 24<sup>th</sup> day of May, 2007

  
Notary Public

ROBERT S. McLAUGHLIN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUAL. IN ONONDAGA CO. NO. 02MC4943549  
COMMISSION EXPIRES OCT. 31, 2010



**BOND, SCHOENECK & KING, PLLC**  
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

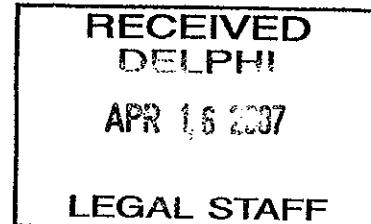
BARRY R KOGUT  
Direct: 315-218-8181  
bkogut@bsk.com

April 13, 2007

**OVERNIGHT DELIVERY**

Mark Alan Hester, Esq.  
Environmental Counsel  
Delphi Automotive Systems LLC  
5825 Delphi Drive  
Mail Code 480-414-166  
Troy, MI 48098

Re: *Delphi Thermal Systems Redevelopment Project*



Dear Mark:

This is to confirm our understanding with respect to the terms of the retention by Delphi Automotive Systems LLC of Bond, Schoeneck & King, PLLC (BS&K) in assisting Delphi in its efforts to redevelop areas of the Delphi Thermal Systems facility in Lockport, New York.

Our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys and legal assistants devote to it. I will be principally doing the work and my current hourly rate is \$ 305. However, as a special accommodation to Delphi, we will apply a 10% discount to my rate and the current hourly rate of any other BS&K legal professional working on this matter.

It is our practice to increase our hourly rates effective each October 1st. Usually, these increases range from three percent (3%) to five percent (5%), although in any given case they can be higher or lower. We will not impose an increase without prior review and approval by you.

We shall be compensated for this engagement in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, guidelines established by the Office of the United States Trustee, and existing or further orders of the Bankruptcy Court, including, without limitation, the November 4, 2005 Order Under 11 U.S.C. §331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals.

Mark Alan Hester, Esq.  
April 13, 2007  
Page 2

All fees and related costs and expenses incurred by Delphi on account of the general environmental and related services to be rendered by us in these Chapter 11 cases will be paid as an administrative expense of the estates pursuant to 11 U.S.C. §§ 328, 330(a), 503(b) and 507(a)(1). Delphi will also be responsible for our out-of-pocket expenses and disbursements in accordance with Delphi's current expense reimbursement policy.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, you may have the right to arbitrate that dispute pursuant to 22 NYCRR Part 137.

If these terms are acceptable to you, please sign and return the enclosed copy of this letter. If you have any questions about this letter, please do not hesitate to contact me.

I look forward to working with you and the rest of the Delphi project team on this matter and appreciate the opportunity.

Sincerely,

BOND, SCHOENECK & KING, PLLC

*Barry R. Kogut*

Barry R. Kogut

**AGREED AND ACCEPTED**

Delphi Automotive Systems LLC

*Mark Alan Hester*

Mark Alan Hester, Esq.

CERTIFICATE OF SERVICE

Katherine M. Hourihan, hereby certifies that on May 24, 2007, she served a copy of the Affidavit of Legal Ordinary Course Professional, upon the following interested parties by overnight delivery:

Delphi Corporation  
Attention: General Counsel  
5725 Delphi Drive  
Troy, MI 48098  
U.S.A.

Latham & Watkins  
Attention: Mark A. Broude, Esq.  
885 Third Avenue  
New York, N.Y. 10022  
U.S.A.

Skadden, Arps, Slate, Meagher & Flom  
Attention: John W. Butler, Jr., Esq.  
333 West Wacker Drive  
Suite 2100  
Chicago, IL 60606  
U.S.A.

Simpson Thacher & Bartlett LLP  
Attention: Marissa Wesley, Esq.  
425 Lexington Avenue  
New York, N.Y. 10017  
U.S.A.

United States Trustee  
Attention: Alicia M. Leonhard, Esq.  
33 Whitehall Street  
Suite 2100  
New York, N.Y. 10044  
U.S.A.

Davis Polk & Wardwell  
Attention: Donald Bernstein, Esq., Brian  
Resnick, Esq. and Marlene Melican, Esq.  
450 Lexington Avenue  
New York, N.Y. 10017  
U.S.A.

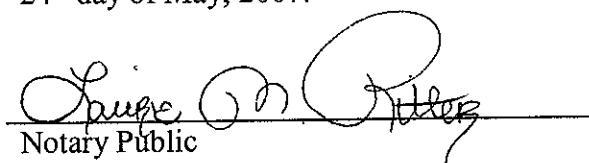
Delphi Corporation  
Attention: John D. Sheehan, Esq.  
Vice President & Chief Restructuring  
Officer  
5725 Delphi Drive  
Troy, MI 48098  
U.S.A.

GE Plastics, Americas  
Attention: Valeria Venable  
Credit Manager  
9930 Kincey Avenue  
Huntersville, NC 28078  
U.S.A.

Dated: May 24, 2007

  
\_\_\_\_\_  
Katherine M. Hourihan

Sworn before me this  
24<sup>th</sup> day of May, 2007.

  
\_\_\_\_\_  
Notary Public

LAURIE M. RITTER  
Notary Public, State of New York  
Qualified in Madison Co. No. 4384308  
Commission Expires January 26, 2011

1308030.1 5/24/2007



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**BOND, SCHOENECK & KING, PLLC**  
ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

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BARRY R. KOGUT  
Direct: 315-218-8181  
Fax: 315-218-8481  
bkogut@bsk.com

May 24, 2007

**OVERNIGHT DELIVERY**

Clerk  
United States Bankruptcy Court  
Southern District of New York  
One Bowling Green  
New York, New York 10004  
Attn: Sunny Singh, Rm. 632

*Re: In the Matter of Delphi Corporation, et. al  
Chapter 11, Case No. 05-44481 (RDD)*

Dear Mr. Singh:

In reference to the above mentioned matter, enclosed please find for filing the following:

- (1) Original executed copy of the Affidavit of Legal Ordinary Course Professional to satisfy the requirements set forth in paragraph 6 of the Order dated November 4, 2005 of this Court under 11 U.S.C. §§ 327, 330, and 331, authorizing retention of professionals utilized by debtors in ordinary course of business; and
- (2) Original Certificate of Service of a copy of the referenced Affidavit.

Please time stamp the enclosed copy of this cover letter and return it to me in the enclosed postage paid return envelope. Thank you and please call me with any questions.

Very truly yours,

BOND, SCHOENECK & KING, PLLC

*Barry R. Kogut*  
Barry R. Kogut

cc: See attached Certificate of Service

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One Lincoln Center, Syracuse, NY 13202-1355 ■ Phone: 315-218-8000 ■ Fax: 315-218-8100 ■ [www.bsk.com](http://www.bsk.com)

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